

1897-006 Chancery Causes: F. E. Parsons, vs. Ellen Jesse &
Lee Co.
widow

Russell, Nicoll, Pennington, Pridemore, Duncan, Blair, Smith,
Hobbs, Gollaway

CA-Estate Dispute
T-Property
Vices

-Deed

To The Hon. W. T. Miller,

Judge of the Circuit Court of Lee County; Va.:

Your oratrix, F. E. Parsons, states that she is the widow of one M. C. Parsons, who recently departed this life intestate; that the said M. C. Parsons was during his marriage between him and herself seized of an estate of inheritance in the following real estate situated in the county of Lee and state of Virginia, to-wit:

First, a tract of land lying in Lee County, Virginia, in what is known as the "Hickory Flats" containing acres, more or less, and being the land conveyed to the said M. C. Parsons by Thomas P. Carnes by deed dated November 26th, 1879;

Second, a tract of land lying in Lee County, Virginia, containing 800 acres, more or less, and being known as the "Elk Knob Tract", and being the same tract ~~conveyed by Gustave Beatty to M. D. Richmond;~~ *purchased by said Parsons from*

Third, a tract of land lying in Lee County, Virginia containing acres, more or less, purchased from Mary E. Jessee, February 26th, 1886;

Fourth, a tract tract of land lying in Lee County, Virginia, containing acres, more or less, and being the same purchased from Ira G. Sprinkle, January 30th, 1880;

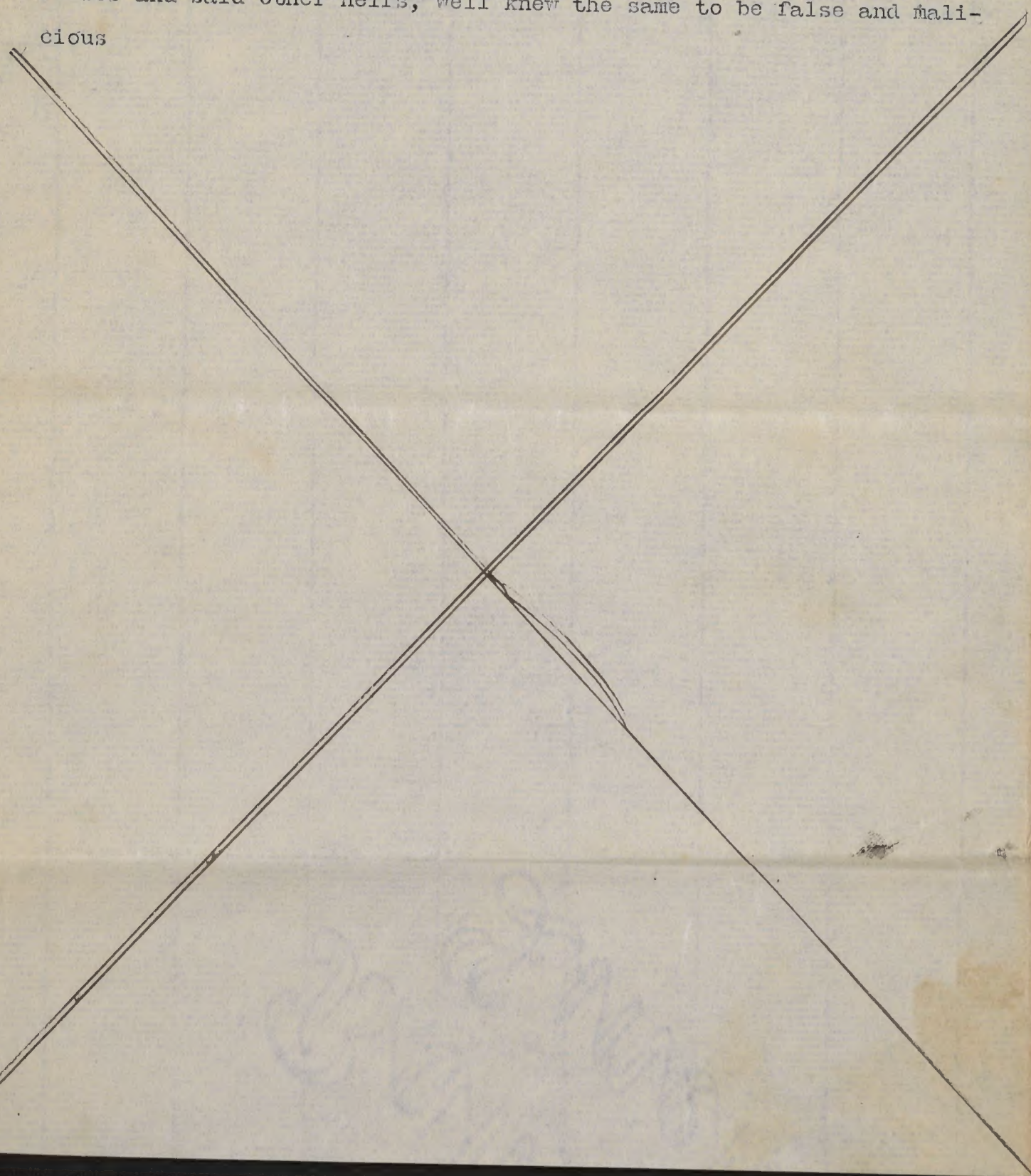
Fifth, a tract of land lying in Lee County, Virginia, containing acres, more or less, and being the same purchased from W. A. Taylor and others March 1st,

1878. *The said first, third, fourth & fifth tracts containing in the aggregate 600 acres more or less and lying in one body & constituting what is known as the home place*

Your oratrix says that said M. C. Parsons died seized of all of the said lands, and your oratrix as his widow became and was lawfully entitled to dower in each and all of the said lands, and that her said dower right has never been in any manner lawfully barred or relinquished; that the following persons are the children and heirs at law of the said M. C. Parsons, to-wit, ^{Ena} ~~M. C.~~ Russell, the wife of Harvey J. Russell, Ellen Jessee, the wife of J. C. Jessee, Rebecca parsons and George W. Parsons. *Whitely P. Parsons & Bessie A. Parsons*
the last two being children of your oratrix.

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Your oratrix further states that shortly after the death of the said M. C. Parsons she demanded of the said heirs that dower be assigned her in the lands of the said M. C. Parsons; but that they refused to comply with her said demand, and that she thereupon instituted a suit in equity in this Honorable Court against the said heirs to require them to assign her her said dower; but that the said heirs, ^{except the last two} together with the said Harvey J. Russell and the said J. C. Jessee, with intent to intimidate your oratrix and to defraud her out of her dower rights, and to coerce her into releasing the same, circulated and published in the neighborhood where she lived in the County of Lee certain false and scandalous charges concerning her ^{and} character reputation and threatened to have her arrested and prosecuted therefor, and falsely charged her and her father, France Hobbs, with certain crimes and misdemeanors, and caused her and her father to be arrested on these charges and prosecuted therefor, and in various and sundry other ways annoyed, harassed, & intimidated her, all for the purpose of forcing her to release and relinquish her said dower right and dismiss the aforesaid suit; that among other things they charged

that said M. C. Parsons had had illicit intercourse with her before their marriage and had gotten her with child, and that in order to conceal their crime your oratrix and said M. C. Parsons had gone to Knoxville, Tenn., together and had been there ~~given~~ guilty of the crime of abortion whereby said supposed child was murdered and disposed of; and they threatened to have your oratrix prosecuted and sent to the penitentiary for the said alleged crime of abortion, although the said charge was wholly false and malicious and they, the said Russell and Jesse and said other heirs, well knew the same to be false and malicious



They charged,

Also, that she and her said father had been guilty of stealing certain corn belonging to the administrators of the said M. C. Parsons, and caused them to be arrested on the said charge and carried before a Justice of the Peace and held over by him to appear before the grand jury of Lee County; that the said charge was wholly false, and the said grand jury after hearing the evidence of the prosecuting witnesses refused to find an indictment thereon.

*Thurs
Apr 10
9-8-1904*

They also charged her said father with being guilty of the larceny of a certain horse-collar belonging to one Emmett Larmer, and caused him to be arrested and bound over to appear before a Justice of the Peace on the said charge; that the said charge was wholly false, and that the said heirs and the said Russell and Jessee caused the prosecution thereof to be discontinued after they had accomplished their object and obtained the release deed hereinafter referred to; that the said heirs and the said Russell and Jessee also caused her said father to be arrested on the charge of having been guilty of the larceny of a certain cow from the said M. C. Parsons during his lifetime; that this charge was likewise wholly groundless, false and malicious, and the said heirs and the said Russell and Jessee likewise caused the prosecution thereof to be discontinued so soon as they had accomplished their object and obtained the release deed hereinafter referred to; that the said heirs and the said Russell and Jessee also caused one Ira G. Sprinkle and sundry other persons to come to her and persuade her to compromise the said suit and release her said dower interest, and that the said Ira G. Sprinkle at the instance of the said heirs and the said Russell and Jessee in order to induce her to compromise the said suit and relinquish her said dower interest made various and sundry fraudulent statements and misrepresentations to her, and, among

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other things, told her and induced her to believe that one Lucy^{Miss} Shelbourne and Jack Wilson had sent her word that she ought to compromise and settle the said suit if she could not get any more than Six Hundred Dollars (\$600.00) in consideration therefor; that your oratrix^{Miss} had great confidence in the judgment of the said Lucy^{Miss} Shelbourne and Jack Wilson; and that the said representations had great effect upon her in inducing her to make the compromise and settlement hereinafter referred to; that your oratrix has since learned that neither the said Lucy^{Miss} Shelbourne nor the said Jack Wilson ever sent her any such word, and that the said representations that they had sent such word were wholly false; that the said Sprinkle also at the same time represented to her that the said heirs and the said Russell and Jessee would certainly succeed in sending her father to the penitentiary on the charges aforesaid if she did not compromise the said suit; and that your oratrix, although she fully believed her said father to be innocent of all of the said charges, yet being ignorant of the law and believing that the said heirs and the said Russell and Jessee had suborned certain witnesses to testify against her said father, was greatly annoyed and distressed thereby.

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Your oratrix further states that she was at the time in a delicate condition, and was on this account weak and nervous, and that the aforesaid sundry charges and threats, and others of like character, greatly increased her nervousness and weakness and made her life a burden and existence miserable. Under these circumstances, and by the means aforesaid, she was finally, to-wit, on July 12th, 1895, induced to sign a certain deed by which, in consideration of Ten Hundred and Seventy-five Dollars (\$1075.00) she released her right of dower in the lands of the said M. C. Parsons and agreed to dismiss the suit aforesaid, and the suit was accordingly thereafter, to-wit, on November 11th, 1895, dismissed, all of which will more

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fully appear by reference to the said deed and the proceedings in the said suit, a copy of which deed is filed herewith as a part hereof, ^{marked "Deed"} and the proceedings in the said suit are likewise here referred to as a part hereof.

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Your oratrix says that the real value of her said dower ^{was} interest ~~is~~ at least six or seven thousand dollars, and this she well knew, and she would never have consented to sign the said deed and dismiss the said suit but for the ^{fraud} threats, intimidation, and duress aforesaid. She says that the said deed and the dismissal of the said suit were obtained by fraud, intimidation and duress, and are therefore void in equity and should be set aside and held for naught.

JP
She further says that she is informed, believes and charges that the said M. C. Parsons was also seized and possessed of certain other real estate lying in Lee County, Virginia, during her coverture with him, and that he died seized of such real estate, and ~~that~~ she became and was and is entitled to dower therein, and that her dower right therein has never been barred or released; but your oratrix cannot now give definite description of such other real estate; ^{but she is informed that one John L. Pennington is in possession of a tract of about 4 1/2}

Your oratrix further states that she is informed, believes and charges that one Henry Nickels claims to have purchased the aforesaid tract of land known as the "Elk Knob Tract" from the said M. C. Parsons in 1894. Your oratrix states that she does not know whether this be true or not; but that this was long after her marriage to the said M. C. Parsons and long after her dower right in the said Elk Knob Tract had attached, and that your oratrix did not join in any deed or contract for the sale of the said land, nor has she otherwise released her dower right therein.

Your oratrix further states that she is informed, believes and charges that the said Ellen Jessee and J. C. Jessee claim that the said M. C. Parsons conveyed to the said Ellen

Spred in what is known as the Elk Knob Tract in which she is entitled to a dower

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Jessee a portion of the ~~xxx~~ aforesaid first named tract of land by deed dated May 12th, 1892, and that the said George W. Parsons claims that the said M. C. Parsons conveyed to him a portion of the said second named tract by deed dated May 12th, 1892, and that the said ^{Anna}~~M. E.~~ Russell and Harvey ^J Russell, her husband, claim that the said M. C. Parsons conveyed to the said ^{Anna}~~M. E.~~ Russell the said third named tract¹ of land by deed dated May 12th, 1892, and that the said Rebecca Parsons claims that the said M. C. Parsons conveyed to her, the said Rebecca, the said fifth mentioned tract of land and the residue of the said first mentioned tract of land by deed dated May 12th, 1892.

Your oratrix states that it is true that such deeds were drawn up and signed by the said M. C. Parsons during his lifetime, but none of the said deeds were ever delivered by the said M. C. Parsons to any of the said children except the deed to the said Ellen Jessee. All of the said other deeds were found among the papers of the said M. C. Parsons after his death, and had never been delivered to any of the said grantees; that the deed to the said Ellen Jessee was delivered to her, the said Ellen, but that it was delivered with the distinct understanding and agreement that it was done only for the purpose of enabling the said Jack Jessee to have assigned to him a portion of his father's estate which lay adjoining the said tract of land described in the aforesaid deed from M. C. Parsons to Ellen Jessee, and that so soon as the estate of the father of the said Jack Jessee should be partitioned that the said Ellen Jessee and Jack Jessee should reconvey the said land to M. C. Parsons.

Your oratrix further states that she was married to the said M. C. Parsons on the 15th day of May, 1892; that she had been given to understand that the said M. C. Parsons owned the lands aforesaid, and that his reputed ownership of the said

lands was in part the inducement which caused her to marry the said M. C. Parsons; that she at the time she married the said Parsons did not know that he had conveyed away any of the said lands, and that if it be true that he did deliver the said deeds and convey away the said land his said action constituted a fraud upon her ~~marriageable~~ ^{marital} rights; that each and all of the said deeds were made without consideration, and are, as to her, as she is informed, void and should be set aside and held for naught.

Your oratrix further states that she is ready, able and willing at any time to pay back unto the said heirs the aforesaid sum of money, to-wit, Ten Hundred and Seventy-five (\$1075) provided the said release deed and the said order dismissing the said suit are set aside; and she now here offers to pay the same into court whenever the court may require.

Wherefore, your oratrix prays that the said J. C. Jessee and Ellen Jessee, his wife, Harvey J. Russell and ^{Erick} ~~M. H.~~ Russell, his wife, Rebecca Parsons, George W. Parsons and the, ^{Wheeler Parsons Bessie A. Parsons} ~~J. L. Pennington, A. L. Bidamore, C. V. Duncan trustee, H. D. Blair, H. M. Smith~~ said Henry Nickel ^{all} be made parties defendants to this bill, and

required to answer the same; but ~~in~~ answer under oath is hereby waived; ^{that a Guardian ad litem be appointed to appear & answer for Rebecca, the oratrix} that upon a hearing the aforesaid deed from your

oratrix to Harvey J. Russell and others, dated July 12th, 1895, be set aside, cancelled and held for naught, and that the proceedings in the said chancery suit and the order dismissing the same be likewise set aside and held for naught; ^{so far as they are prejudicial to the rights of your oratrix} that the said Henry Nickel be required to show what interest, if any, he has in the aforesaid Elk Knob Tract; that dower in the said real estate be assigned, set out and allotted to your oratrix; and for such other, further and general relief as the nature of the case may require and to equity may seem meet.

And your oratrix will ever pray.

E. M. R. Ewing

Bullitt & Keely

Attorneys for Complainant.

* Your oratrix is informed that A. L. Bidamore claims to hold a purchase money lien against said Elk Knob Tract of land, and that A. L. Blair & H. M. Smith claim to have a deed of trust on a portion of the same place executed by said M. C. Parsons to C. V. Duncan trustee for their benefit, and she alleges that the personal estate of said deceased is sufficient to pay and satisfy these claims if anything yet remains due thereon, she asks that they be thus paid.

Rebecca Parsons who are infants

H. E. Parsons.

vs Bill

Ellen Jesse et al.

1896 2nd May rules bill
filed Spa accepted
+ Decree nisi

" 1st June rules taken
the last Monday in
May D. M. Court and
Cause set for hearing

1897.

Nov Term 1897 Decree
final Chas O. B. ~~1897~~
No 6 Page 64

Pffs Costs	Defts Costs
C 8.29	C 3.25
J 1.50	S 1.20
S 9.20	attys 15.00
J P 44.25	M P 3.00
M P 3.75	evils 2.50
Wits 18.40	C. Clk 1.85
\$82.39	Const 1.00
	\$77.80

5. 1896

1896

Virginia: In the Circuit of Lee County.

To W. T. Miller, Judge of said Court:

The Separate answers of Rebecca Parsons, Wheeler P. Parsons and Bessie A. Parsons by Wm A. Orr, Sr, their Guardian ad litem to a bill in Chancery filed in this Honorable Court against them and others, ^{by J. E. Parsons} Answering, your Respondent says that he is informed, and believes that it is true, that the complainant is the widow of the late W. C. Parsons; that she is entitled to dower in such land as he was seized of at the time of her marriage to him and at the time of his death, unless she has legally conveyed her title to such dower; that the said W. C. Parsons conveyed a portion of the land to one of your Respondents' wards, to-wit, Rebecca Parsons, before he married the complainant, all of which appear from the original & Supplemental bills of a former suit referred to and ^{made} part of Complainant's bill, & here made part of this answer. Your Respondent calls for strict proof of the Com-

2/ complainant's right to dower in this
piece of land - here denying that
she is entitled to dower therein - Now,
your Respondent knows nothing about
the charges of fraud, but he denies that
his wards have been guilty of any
fraud, duress or unfair dealing
whatsoever, and he calls for proof of
such charges against them and their
Co-defendants.

Having answered as fully as your Respondent
is advised that it is material for him to
answer he prays to be hence dismissed
with his costs - and asks that the Court
allow him \$25⁰⁰ for his fee in this
case.

Wm A. Orr, Esq.,
Guardian ad litem

Virginia: In the Clerk's Office of the Circuit
Court for Lee County -

S. V. F. Richmond Deputy Clerk for
J. A. B. Munsey, Clerk of said Court, do
hereby Certify that Wm A. Orr, Esq., Guardian
ad litem, appeared before me in my
Office and made oath that the

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foregoing answer is true to the best
of his knowledge, information and
belief. Given under my hand
this the 20th day of May, 1896.

D. V. Richmond, Supt. Clerk.

Wm A. Orr, Sr.,
Guardian ad litem

ad J. Answer

F. E. Parsons

Filed ^{June 6th} ~~May 25th~~ 1896.

S. V. F. Richmond & Co

Fee \$25.00

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The joint answer of C.T. Duncan, Trustee W.N. Smith and S.D.N. Blair to a bill exhibited against them and others in this court by F.E. Parsons.

Respondent say that said bill is not good and sufficient in law, and of this they pray judgment, &c.

Should other and further answer be required, answering they say that in the year 1887, M.C. Parsons was indebted to your respondents, the said W.M. Smith and H.D.G. Blair in the sum of \$2500.00, that the said Parsons executed separate notes of each of said respondents for the sum of \$1250.00, bearing interest from date and payable on the first day of ~~XXXX~~ March 1895, and bound himself to pay the interest thereon annually on the first day of March of each year.

The said Parsons paid said interest up to the first day of March 1894, but departed this life in February 1895 before said interest for that year become due on the first day of March 1895, there was one years interest on each of said note due, this interest was on or about the 7th day of March 1895, paid by said Parsons's Administrators. This left due on said notes on March 1st 1895, after the payment of said interest by said Admr's, the principal of said two notes to wit, the sum of \$2500.00. Since that time said Admr's. have made the following payments to your respondents Smith and Blair, to wit, about the sum of \$1700.00, the receipts for said payment have been filed by them before Comr. Goins in the Chancery cause of R.L. Pennington Admr. Vs. H.J. Russell & J.C. Jessee Admr's, &c.

These notes were secured by deed of trust executed by the said M. C. Parsons in his lifetime and before he intermarried with the said Plaintiff, in which your respondent C.T. Duncan is the trustee, by which the said Parsons conveyed his home farm to the said trustee to secure the payment of said debt. Said deed was duly recorded long before said marriage and before any rights of said Complainant, if she has any accrued. Respondents deny that said complainant has any rights of dower on said tract of land, at least until their debt is

*paid, and now having answered they pray to be hence
dismissed with their costs. Duncan & Blair for Df*

72 Persons ~~to~~

25- $\frac{1}{2}$ Ans.

2 Men Jesse itals

Ans of C. J. Nussan
Trustee W. M. Smith
+ H N G Blair

Filed in open Court
and by leave thereof
June the 6th 1896
A B Munsey
Clerk

In The Circuit Court for Lee County.

Russell and Jessee, Admrs, et al,

ads . Answer to Bill.

F.E.Parsons.

To the Hon.W.T.Miller, Judge of the Circuit Court for
Lee County;

The joint answer and demurrer of H.J.Russell, J.C.Jessee,
Eva Russell, and Ellen Jessee to a bill of complaint exhibit-
ed against them and others in this honorable court by F.A.
Parsons.

For demurrer thereto they say that the said bill of the
said complainant is not sufficient in law to require an an-
swer, and of this they pray judgement.

But if any other and further answer be necessary, answer-
ing they say ;-- That it is true that they are part of the
children and heirs at law of the late **M.C.**Parsons, and that
your respondents the said J.C.Jessee and H.J.Russell are his
administrators; the other parties they believe to be correct-
ly stated in the complainant's bill; it is also true that the
said late M.C.Parsons at one time owned the several tracts
of land mentioned in the complainants bill; and it is also
true that they received the conveyance therein mentioned par-
tially from the persons therein named. The ^{is} ~~se~~ admissions are
about the only truthful statements found in the complainants
bill. It is not true that M.C.Parsons owned the land men-
tioned in the complainant's bill at the time of his death, or
that he owned them during the coverture with the complainant;
upon the contrary, before the marriage with the plaintiff, he
had conveyed the same to the female respondents Eva Russell
and Ellen Jessee and their brother Geo.W.Parsons, and their

sister Rebecca Parsons, had acknowledged and delivered the said conveyances before the marriage took place, copies of all of which will be filed in due time marked respectively 1, 2, 3, &c. These lands thus conveyed were not, however, all the land or interests in lands, that the said M.C. Parsons owned, - - reference to this branch of the case will be referred to later on. Respondents deny that the plaintiff, therefore, had or ever had or has now any dower, right of dower, or other right or interest in said lands or either of them. Respondents further deny that they ever circulated or put in circulation any reports against the plaintiff's character. But they admit that they had heard it spoken of in the neighborhood and they believe it to be true that before her marriage with the said M.C. Parsons and the plaintiff ^{as said M.C. Parsons} ~~before their marriage~~ ^{as said M.C. Parsons} went off out of their neighborhood and went some where together respondents understood it to be to Cincinnati, and they had been told since the death of the said Parsons that the plaintiff had an abortion procured by herself in the city of Cincinnati, but these respondents never started the said report never said that it was true, they heard it as other people heard it, they can at any time give their author. But respondents deny that they ever put this report in circulation or used it for the purpose of a compromise. So that said report goes for naught so far as these respondents are concerned. As to the other report alluded to by the plaintiff, that plaintiff and her father had been guilty of stealing corn they did accuse her of that in a legal way, and they proved it by eye witnesses, and they still believe it to be true, and had the grand-jury done its duty the plaintiff and her father would have been indicted, tried and convicted. But the plaintiff was enabled to

bring some influence to bear in the county court ~~and~~ before said grand-jury whereby she escaped punishment. It looks strange that she would thus complain of having thus escaped. Should these respondents be advised that it is necessary to establish the charge of the larceny of this corn by the plaintiff and her father, they believe they can establish it beyond a reasonable doubt. But they deny positively that they used said circumstance as a ^{means} to coerce said plaintiff, intimidate her or induce her to compromise. They deny therefore that they knew that that report was false, but upon the contrary they then and now believe the same to be true. As to the ^acharge brought by E. V. Larmer for the larceny of a horse collar, they know Mr. Larmer to be a man of honor and honesty, and he accused the father of the plaintiff of stealing this horse collar and swore out a search-warrant therefor, and these respondents ~~were~~ summoned to go by the sheriff and aid in making search therefor, and in doing so they went to said plaintiff's father's house and made search there for said collar, and it was found at his house concealed under his bed, and the officer took charge of it and restored it to the said Larmer, with these facts and this knowledge before them they believe the charge made by Mr. Larmer and they still believe it, and if found necessary will endeavor to prove it. These respondents deny that they originated this report or instituted this proceeding or had had any thing to do with it other than as above stated and they therefore deny that they used it for the purpose of coercing the plaintiff or driving her into a compromise; they therefore deny that they believe said report was false, but on the contrary believe it to be true, they therefore deny that they and their co-heirs did any malicious act in connection therewith; they deny that they ever sent

These respondents deny that they ever attempted or to any one accused the said C. F. Hobby of stealing a cow. At the trial of Mr. E. Parsons said Hobby had in possession a cow which known to have been brought to this person, and this cow he claimed as his own saying, he had bought it from Parsons' father. Respondent did not believe this or sue out a warrant of detinue for said cow. And said Hobby finding these respondents could move the property, gave her up without trial, and brought her back and paid respondents \$25.00 for her. Merely to claim the property of a dead man is not larceny from larceny.

Tra G. prinkle or any one else the plaintiff with any false report or false statement, or even any statement at all looking to a compromise of these matters untill they had been approached by the said prinkle and other as messengers of the plaintiff asking for the compromise. They will now state how this came about. The arrest of the plaintiff and her father for the alleged corn stealing took place in April, 1895 and respondent believe they were bound over to the May term of the grand-jury and at that term of the county court no indictment was found that plaintiff and her father were discharged. Respondent J.C. Jessee went to the U.S. Court at Abingdon as a juror and there remained something like 2 weeks before the convening of the May term of the county court. On his return on his way home from Pennington Gap he was in company with H.J. Russell when they were met by one Andrew Goliway who represented that he had been sent to them to propose a compromise of the plaintiff's claim for dower in the lands of M.C. parsons. But they did not go to see her, but went on on other business and on their return met the plaintiff's father and the said Goliway on the road where they said they had been awaiting the respondents arrival. They again approached them on the subject of a compromise. These respondents were on their way home and the said Goliway and the plaintiff's father accompanied them as far as the plaintiff's house which is on their direct way. There was some talk of a compromise and the matter of the corn may have possibly been mentioned but if so it was in a pleasant way and no ill humor was manifested. When opposite the plaintiff's house the father asked them if they would not go in? This they declined. And the said father of the plaintiff requested the said Goliway to go in and bring plaintiff out, which he did. The father of the plaintiff, Goliway, these respondents and the

plaintiff sit down upon a log upon the rode side. The plaintiff and her father were mainly interested and did most of the ^ltaking in reference to the compromise, and propositions were passed between the parties all of which is not remembered, but these respondents did not threaten the plaintiff, did not advise her, did not mis-represent any thing, but the talk was friendly and in the best of humor throughout. The charge of the corn-stealing was ~~mentioned~~ mentioned, but these respondents did not make any threats, and the main difficulty at that time seemed to be whether or not if the plaintiff and these respondents could come to an agreement about the plaintiff's claim for dower, that the criminal charges could also be dropped, and if so what would be necessary to be done. These respondents were unable to advise and made no suggestion. The plaintiff's father then suggested that these respondents go to Jonesville and ascertain what could be done if any thing. Thereupon these respondents agreed to do so if the plaintiff and her father would send some one to act for them and hear exactly what was said. Thereupon they selected the said Andrew Goliway, and he and these respondents came on on the same day to Jonesville and by agreement went to the law office of A.L. Pridemore there to make a statement to him of the matters taken over and to get from him his opinion as to the proper course that ought to be and could be pursued. They went to the said Pridemore's office the said Goliway representing the said plaintiff and her father, where quite lengthy talk took place as to the ways and ^ameans of getting rid of said criminal charges and compromising said suit. The said Pridemore suggested a way out of the difficulty that seemed to be satisfactory to the said Goliway, and it was so to these respondents. These respondents then and the said Goliway

went directly back to the plaintiff and her father. Up to this time the plaintiff had not indicated what she asked for her claim, and these respondents had not indicated what they would give. On their return, therefore, after explaining the advice given by the said Pridemore these respondents asked the father of the said plaintiff how much she asked for her claim. He said One thousand Dollars. These respondents replied that they would not give it, but that they would give her seven hundred, and as she had already received about Three Hundred dollars in personal estate from the estate, this would make her about the One Thousand. She refused to do this respondents then offered her Seven hundred and fifty dollars and she refused to accept that, thereupon the matter ended. The term of the court at which the grand-jury was summoned to which the plaintiff and her father were bound over met, failed to find an indictment, and they were discharged.

All this time the plaintiff's bill for dower was pending, the June term of the Circuit Court came on, these respondents appeared for themselves and their wives and co-heirs, answered said bill, denied its allegations, asserted the delivery of their deeds and filed them with their answers. Up to this time the negotiations before alluded to, not a word had they heard in reference to the compromise, nor not a word, nor not a message had they sent to the plaintiff or her father as to a compromise and so matters continued until possibly about July the first or near that time respondent J.C. Jessee was plowing in his field when Ira G. Sprinkle came to him and after a brief conversation informed him that he had been sent there by the plaintiff with a view to compromise the plaintiff's claim for dower. This respondent told him if that was his business, he

need not say any thing furthur. That if the plaintiff wanted to compromise her claim she must come herself and not send any other agents . And therupon the said Sprinkle went away. Some sever al days after this, possibly ten or more, during ~~of~~ which time ^orespondent never heard any thing more of the compromise, or said any thing about it . One night at about the hour of midnight the same Andrew Goliway and the plaintiff's father W.F. Hobbs, came to respondent's house distant about one mile and a quarter from the plaintiff's house, at the hour of mid-nigh^t and woke up respondent, J.C. Jessee, and again approached him on the subject of compromise of the plaintiff's dower claim. There was a good deal said about the compromise and the difficulty between them, all of which this respondent can not now remember; but he does remember that the father ~~of~~ the said W.F. Hobbs said, "If you boys," meaning myself and H.J. Russell, "will pay the widow" meaning the plaintiff "one thousand Dollars, she wants to compromise". This respondent did not say much that night, and the said Hobbs and the said Goliway went away. There was no agreement for a future meeting at that time nor nothing said in reference thereto, but the next morning about 8 o'clock, or therabouts, the same Ira G. Sprinkle and the same Andrew Goliway came to respondents J.C. Jessee's house and insi sted upon respondent going to see the plaintiff at her house, ~~whom~~ they said had sent for respondent, J.C. Jesse. This respondent was reluctant to do so, and told them so and that he had no faith in the plaintiff's earnestness in compromising. They then informed respondent that the plaintiff was in earnest and desired very much to see him and the said Russell about said compromise. They then informed said respondent that they believed she was in earnest and advised him to go and see her, and that her father was out in the woods along the road-side or near the road waiting to

see him, Jesse. After some hesitation respondent concluded to go and see her. The messengers suggested that the plaintiff desired that the negotiations be carried on very secretly, and to go on past the plaintiff's house down under the bluff and await her arrival.

He went to the place designated and soon after his arrival the plaintiff her father and the said Goliway came to where respondent Jesse was at. Sprinkle came on a little latter.

Before proceeding to relate what occurred at this place respondent, H.J. Russell, states that ~~that~~ in a conversation with the plaintiff about ^{her} other things he was informed that the plaintiff wanted to sell her claim to her dower, compromise her suit, and remove to Tennessee, and that she would take one thousand dollars therefor. And this was all that respondent Russell had heard in reference to said compromise up to the time that

the compromise was made. Respondent Jesse, resuming his statement, states that when the widow and the other parties came up with out alighting from his horse he remarked to the plaintiff "You know what we are here for". Plaintiff said "Do you mean business, do you want to compromise?", Plaintiff said "I want to compromise".

Respondent asked her what she asked, she said, "One Thousand Dollars". Respondent told her that he would have to see his co-administrator H.J. Russell who lived near Pennington Gap some three miles away, and that he would have to go there after him. She wanted to know when he would return and where he would come to, remarking that she wanted this matter to be very secretly done as she wanted to beat her lawyers. Respondent explained to her about how long it would take him, and it was agreed that he should come back to her house. He did come back and the said Russell also came there at her suggestion. But whether they all went together or by different ways, it is not exactly remembered but it is believed that

respondent Jessee returned by himself and H.J. Ruseel returned in company with Ira G. Sprinkle, for respondent would here state that when he started to Pennington Gap for said Russell the plaintiff expressed a desire to have some counsel from Mr. E.W. Pennington a lawyer at Pennington Gap, as to her rights and whether or not she would be in any danger to make said compromise without the knowledge of her attorneys in her case. But whether she sent a writing to the said Pennington by the said Sprinkle or only sent word by him, respondent can not state. Respondents are informed, and believe it to be true that said Sprinkle did not see E.W. Pennington, but that he consulted one W.K. Hopkins, an attorney at Pennington Gap, who in response to her inquiry or note ^{which} ~~whichever~~ it was, wrote her that ~~she~~ she could safely do so but as a matter of precaution he would advise her not to do so without consulting her lawyers. This note was carried to her by the said Sprinkle, and she was advised of its contents. By this time it had grown late in the day and there was present the plaintiff, her father, Ira G. Sprinkle, and these respondents Jessee and Russell, when it was agreed between the plaintiff and these respondents that they would give her one thousand dollars and she agreed to accept it, and she signed the deed dated July the 12th, 1895, and which is the same deed sought to be set aside by the plaintiff. This was a considerable sum of money and respondents had expected to raise it at Pennington Gap but failed to do so. Of this fact they informed the plaintiff and told her they would have to execute their note which she could hold as well as said deed untill they could come to Jonesville, make arrangements with the bank and get the money. She signed the deed delivered it to these respondents and accepted their note for

One Thousand dollars. In the mean time one V.H.Kelly a notary public had been sent for to take the acknowledgement of the said deed, and was sent for by the plaintiff and not by these respondents. The plaintiff then manifested some disinclination to ~~acknowledge~~ the said deed untill she got the money, the said Kelly went home that night and agreed to meet there next day, when respondents were to return with the money. They went away and stayed all night and came to Jonesville next day after the money, but before starting away said Kelly whispered to respondents and told them they had better search the records at Jonesville before paying over the money. This put respondents upon their guard, and when they came to Jonesville they consulted MR.D.C.Sewel, one of their counsel as to whether they could be liable to the plaintiff's attorneys should they pay all the money over to the plaintiff. He advised them that in his opinion they would be so held and advised notifying her attorneys of the compromise of the execution of the said deed and of their readiness to pay over the said money. Accordingly they received the said deed to go to the said place and notify Judge J.W.Orr a member of the firm of Orr, Blankinship and Orr, of the facts before stated. They also requested Mr.Sewel to come on up to the place of the compromise about 2 miles distant from Jonesville. The said Sewel came and with him came G.W.Blankinship of the firm of Orr Blankinship and Orr and these gentlemen were present as was the notary Mr.Kelly, the plaintiff's father, Mrs.Nancy J.Flenor, Harvey Burton, Frank Statser, and quite a no. of others not now remembered. Up to this time no difference of opinion or difficulty had arisen ~~no~~ dissatisfaction as to said compromise, but when the said Blankinship and Sewel arrived, which they did along

with these respondents .The said Blankinship manifested a desire to have a talk with the plaintiff by themselves before any thing else was done This was agreed to and he took her aside and into a room apart to themselves and had a lengthy conversation. The said Blankenship came out into the company where your respondents and Mr.Sewel were and shortly thereafter the plaintiff was called for ,she came out into the crowd, and seemed to be crying, and some conversation took place in regard to the transactions that took place ~~the~~ the evening before .After some conversation she complained that she did not know what she was signing the evening before. When respondent H.J.Russell asked the plaintiff if she did not read the deed, all except one word and that he told her what that was, and the plaintiff admitted that such was the fact. She was then asked ~~wh~~ she complained of , then she said " Because her lawyers were trying to keep all the money, that she did not complain of the amount paid her but that they were taking too much from her. Mr.Sewel thereupon remarked. " Mrs. Parsons, that's a thing that we have nothing to do with and can not contrroll. I now offer to pay you here the one thousand dollars and lift the note for Messrs Russell and Jesse. " She refused to take it and Mr.Sewel remarked to her that is all ~~th~~ that we can do and started away and got as far as the gate when the said G.W.Blankinship called to said Sewel to hold on and said if your clients will pay Mrs.Parsons an additional sum believed to be from one to two hundred dollard, he would advise his client to acknowledge the deed. To which Sewel replied " If you will be as generous toward this woman as my clients and reduce your fee against her I will advise them, and I believe they will agree to pay her as much more as you will

agree to knock off." A good deal of conversation took place in reference thereto, not now remembered, however, finally these respondents against their judgement, but acting under the advice of the said Sewel, agreed to pay and did pay to the said Plaintiff the additional sum of \$75.00. The last twenty five dollars of this seventy five respondent H.J. Russell absolutely refused to agree to, and the said Sewel, G.W. Blankinship, the plaintiff, her father and respondent Jessee insisted and persuaded ~~upon~~ the said Russell to make that further concession and settle the matter up. It was done, and she was paid, and said deed voluntarily acknowledged, and every thing seemed to be entirely satisfactory. (Respondents wish here to reiterate that it was the enormous charge made by her own attorneys that bred dissatisfaction, confused said settlement, because they did first claim Six Hundred Dollars of the recovery. They finally reduced it to Five Hundred and fifty, at last under Sewel's proposition they came to Four Hundred and Fifty, and retained that sum out of a recovery of One thousand and Seventy five dollars. Something like forty percent). The money was then paid, the plaintiff's counsel retained their part, the plaintiff hers, the deed was acknowledged and delivered on ~~the day~~ *after its* date the 11th day of July, 1895, there the matter rested untill the subsequent Nov. term of this Hon. court, when the cause was dismissed in ~~favor~~ *accordance* to the agreement, and every thing seemed to be agreeable, and these respondents never heard any complaint of the ~~com-plainant~~ *promise* from that time untill a few days before the institution of her suit. Nor could they believe that such dissatisfaction existed untill process was served upon them. Respondents have thought proper to thus detail as accurately ~~and~~ as their memories ~~could~~ *could* admit each

and every circumstance connected with this whole transaction, and to positively deny that they ever circulate any report or procured their circulation with a view even to influence her in her action. They did not believe and they were advised that she was not entitled to dower in the lands conveyed by the said Parsons before his said marriage with her, but they suppose that she was entitled to dower in some other small scraps or pieces of land which the said Parsons did own during the coverture and at the time of his death, and in some other lands which he had sold and had not conveyed. Of this latter class, namely one sold to Samuel Trett, in order to make conveyance of these lands thus sold and to sell and convey others necessary for the payment of debts, was the main and leading inducements to make said compromise, they paid her what they then and now believe to be a full and ample price for all to which she was entitled, and more than she could have realized in any other way. This compromise and arrangement was alike beneficial to plaintiff's infant children as well as to your respondents. These respondents deny for themselves and their co-heirs that they ever procured Ira G. Sprinkle or any one else to make the statement to Lucias Shelburn and A.J. Wilson, as stated by the plaintiff to have been made. They never even heard of such a thing until they heard it read in the plaintiff's bill. They do not therefore know whether the said Wilson and Shelbourne said so or not, or whether it was so reported to the plaintiff, all these respondents can say is that they were in no wise connected with it and had no knowledge of it. They deny that the plaintiff had any interest of dower worth at least six or seven thousand dollars, but upon the contrary she has been fully paid therefor; and even if she had not these

respondents are advised that as the matter was in litigation and in dispute and her rights denied and that she with these respondents entered into a settlement and compromise both sides represented by counsel and the same issues were made in the former suit that is sought to be made in this, that the said settlement was made with a full knowledge and full information by both sides upon consideration fully paid and on which said former suit was dismissed, these respondents are advised that the matters therein embraced are res adjudicata, and forever settled and ended. They deny that said deed and dismissal of said suit were obtained by fraud intimidation, duress or any influence whatever by these respondents in the nature of fraud or duress, was exercised over the plaintiff, or induced said dismissal or said conveyance. And they submit that said conveyance passed every right of dower or supposed right of dower which the plaintiff ever had or held over the land sought to be subjected. They are advised that said deed and dismissal of said suit ~~xxx~~ stops the plaintiff to deny that she has passed her right of dower, and it forever bars her recovery in these and all other lands owned by the said Parsons during the coverture. As to the claim of Henry, Nicol, A.L. Pridemore and J.L. Pennington and others mentioned by the plaintiff, these several matters are now in course of settlement before A.M. Goins Special Commissioner in the Chancery cause now pending in this honorable court of R.L. Pennington Admr. against these respondents and others, where they will be finally determined. Respondents deny the charge in the plaintiff's bill that the deed of M.C. Parsons to Ellen Jessee, Eva Russell G.W. Parsons and Rebecca Parsons were never delivered, but upon the contrary they were signed sealed, acknowledged and

These respondents charge that this suit has been brought by the plaintiff, in part, if not wholly, for the benefit of her lawyers in this case, and they concluded she has assigned or parted of her claim to pay and debts in this case. And they are advised that in law that case must be done, Court of equity will not aid in setting aside a contract to aid an assignment which violates the policy of the law against champerty & maintenance. 88 Ga. 874 -

delivered. Respondents further deny that the conveyance for Ellen Jesse was made for the purpose as stated by the plaintiff, or that there was any contract or agreement that said Ellen was to reconvey the said land to the said M.C. Parsons. Respondents do not admit that the plaintiff was married to the said M. C. Parsons on the 15th day of May, 1892, or on any other day, they have no personal knowledge of that event, they therefore call upon the plaintiff for proof of the plaintiff for the fact of that event. Respondents ^{said} that such event took place if at all it took place in the State of Tenn. Respondents are not prepared to admit what the motive of the plaintiff was for marrying said M.C. Parsons, it may have been for what she says, ^{but they deny that it was.} that is that M.V. Parsons at that time was the reputed owner of these lands so valuable and so coveted by the plaintiff; respondents can not see any other good reason for such union, M.C. Parsons was then an old man, 60 years or more of age, and the plaintiff was quite a young girl, ~~perhaps 19 years,~~ perhaps 19 years, and respondent can hardly believe that there could have existed any such thing as mutual admiration and love in the marriage. Respondents state that they are advised, and they believe it to be true that the plaintiff had full knowledge ^{before said marriage} that the conveyances were made and delivered to the grantees therein. They therefore deny that these particular deeds had any thing to do with the marriage of the plaintiff with the said M.C. Parsons. They think that marriage was brought about in this wise, the plaintiff had taken one trip off on the rail-road with M.C. Parsons and was gone for several days, and by reason thereof there was some unpleasant talk in the neighborhood about it. The said M.V. Parsons was a frequent visitor to the plaintiff's

fathers house ,who was a laborer ~~of~~ ^{an} in and employ of and tenant of the said M.C.Parsons, and is a man of bad temper , and he and the plaintiff threatened the said M.C.Parsons and much ill feeling existed ,and at the time they were married~~xxx~~ they were by no ~~mens~~ ^{means} friendly with each other. Respondents regret to have to state that at that time M.C.Parsons was a drinking man, and that it was his intoxicated condition that enabled the plaintiff to exercise over him the influence that lead to this unfortunate marriage. These respondents deny that the plaintiff is able and ready to pay back the money received by her, to-wit \$1075.00, upon the release of the said deed, upon the contrary as before stated she paid Four Hundred and fifty of it ~~in~~ that day to her lawyers, much of the residue she has since used and consumed in living, and they do not believe that she could raise \$250.00 of that amount if required to do so by this Hon. Court. Respondents here wish to state that they fully comprehend the plaintiff's attempt ~~to~~ ^{at} adroitness in seeking to make this issue in this case upon the influence exercised over her mind by reports in the country and to make these respondents its author, and by this false reasoning seek to avoid the responsibility of of her voluntary acts in the presence of disinterested people by inducing this honorable court to believe that while ~~she~~ ^{she} did thus act freely and voluntarily, in ~~the~~ all the acts and doings in the said compromise ,all which can be fully proven on her, that nevertheless that she had been in some dark and fraudulent way put in fear and trembling and that she was thus operated upon to thus do these acts and deeds. Such an insinuation is as false as it is ridiculous. She was surrounded by her father and in a populous neighborhood of honorable people, she was represented

by an array of attorneys, of which few litigants can boast, she had the firm of Mess. Bullett and Kelly of Big Stone Gap; and the firm of Mess. Orr, Blankinship and Spring and W.A. Orr Sr, all of Jonesvill, six lawyers in all, and not satisfied with attempting to lead your respondents astray in these matters she actually undertook, and had liked to have succeeded in beating these six lawyers, and these respondents and their lawyers, and after all that she complains of iposition, and ignorance, and want of knowledge, what a pretence. ^R what a Folly? These respondents believe it to be true that the real motive of the plaintiff's present suit is to again supply herself with money wrung from these respondents *and out of such new recovery no doubt she has again procured* and their co-heirs, when in fact in truth she knows her claim-our and statements in said bill to be in the main false and unfounded. These respondents again deny ever having put in circulation any false charges against the plaintiff, or having procured or induced others to do so, or having ever used ~~any~~ true reports about the plaintiff for forcing or coercing her into the execution of the said deed or the compromising of the said suit or the dismissal of the same, or in any way to have fraudulently, falsely, or dishonestly done any act that could, or did induce her to make said contract or compromise and dismiss her suit. Respondents would add that they have been born and reared in this community, that they have been esteemed and held by their neighbors as honorable men, that their wives and Miss Rebecca Parsons have been raised in the community, and have never had a breath of suspicion cast against their fair name. It was left alone for the plaintiff to make such charges. Respondents think proper here to say that any interest in these matters hertofore held by Geo. W. Parsons, ^{was} before the institution of the plaintiff's last suit

liberal fees for her atty.

has been

conveyed by the said Geo.W.Parsons to the said H.J.Russell

.Respondents deny each and every allegation of the plaintiff's bill not herein specifically denied or admitted and call upon the plaintiff for proof thereof. And having fully answered, your respondents pray to be hence dismissed with their reasonable costs in this behalf expended. And they will ever pray &c.

Permyer & Bros.
Oridmore & Levee
for H. J. Russell
J. C. Jesse & E. J. Jesse
+ Ellen Jesse
Their Attorneys

This answer is excepted to, in so far as it charges that the
beds of ~~the~~ ^{the} Council in the other and ~~are~~ ^{are} erroneous.
See page 12, and in so far as it alleges, on page 14, that this
act was brought in part if not wholly for the benefit of
plaintiffs' neighbors - because said allegations are untrue
and are not responsive to the bill, and are improper and
such as the Court should not entertain. It is none of
their business as to what is the amount of the beds of
plaintiffs' lands, or how they are paid.
June 6th 1896.

By E. M. H. Emery
Clerk of the Court

M. C. Parsons admr.
vs J. A. Amsun
J. E. Parsons.

Filed in open Court
and by leave thereof
June the 6th 1896
A. B. Muncy Clerk

To the Hon W. T. Miller Judge
of the Circuit Court of Lee
County Va.

The separate answer
of G. W. Parsons to a bill
~~presented~~ ^{presented} ~~in this Hon. Court~~ ^{filed in this Hon. Court} re-
spondent says that before
the bill was introduced heretofore
he had sold and conveyed
all the interest he had in
the matter involved, but if
he had any interest therein
he would accept, the an-
swer of his Co Defendant
H. J. Russell of J. C. Jesse - and
so far as he is advised
it is necessary for him to
answer he so accept said
answer but he is advised
that having no interest the
bill should be dismissed
as to him & he recover his
Costs therefor. And having
now answered said Bill he
prays to be dismissed with his
Costs.

Indemne & Swore

1045

George W. Parsons

Asst. Insurer

H. E. Parsons

Filed in open court
and by leave thereof
June the 6th 1896
A. B. Munsey Clerk

F. E. Parsons

vs.

J. C. Jesse et al

This cause came on to be heard upon the papers formerly in herein, upon the bill and the answers of several defendants and replies thereto, and depositions of witnesses and exhibits and was argued by counsel, and the court not being advised takes time to consider its opinion, and it being suggested, that during the pendency of this cause the complainant has intermarried with H. C. Wade, it is therefore ordered that this cause proceed in the name of the plaintiff as changed by said marriage, that is in the name of F. E. Wade

F. E. Parsons

vs. decree

J. C. Josselyn et al

Enter this

June 1st 1897

W. J. J.

C.B. to G. P. 1.

F. E. Parsons, Plaintiff.

Against (In Chancery. (Decree # 1.)

Ellen Jessee, et al.; Defendants.

-----This cause came on to be heard upon the bill of the plaintiff and exhibit therewith; the process duly executed on the defendants, and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel. And on motion of the plaintiff William A. Orr, Sr., is appointed Guardian Ad Litem for the infant defendants, Rebecca Parsons, Wheeler P. Parsons and Bessie A. Parsons, and on his motion leave is granted him to file their answer, and the same was accordingly filed; and the plaintiff replied generally thereto. And on motion of H. J. Russell, J. C. Jessee, Eva Russell, and Ellen Jessee leave is granted them to file their joint demurer and answer, and the same was accordingly filed; and the plaintiff excepted to said answer, which exception being argued is sustained as to that part of said answer on page twelve as is included in brackets and as to that portion on page fourteen as is in A. L. Pridemore's handwriting and in the margin of said answer; and the plaintiff then joined in said demurer and replied generally to said answer as corrected. And on motion of the defendant, George W. Parsons leave is granted him to file his separate answer and the same is accordingly filed and the plaintiff replied thereto. And on motion of the defendant, A. L. Pridemore, ~~leave~~ leave is granted him to file his separate demurer and answer, and the same was accordingly filed, and on his motion and for reasons stated in said answer the cause is dismissed as to him. And the defendants, Henry Nicoll and J. L. Pennington, failing to appear and plead, demurer or answer the bill is taken for confessed against them. And the cause is continued.

H. E. Parsons.

vs { Decree

Ellen Jesse et al.

O. B. P. 451.

Enter this decree

M. Z. M.

June 6th / 1896.

(11)

The Depositions of Andrew Goliway, and others taken before me, C.E. Couk, Notary Public, in and for the county of Lee and State of Virginia, pursuant to agreement between the Attorneys, to be read as evidence in the behalf of J.C. Jessee, Ellen Jesse H.J. Russell, ~~Jx@xJaxxx~~ and Eva Russell, in a certain suit in equity now pending in the Circuit Court for Lee County Virginia, wherein F.E. Parsons Wade is plaintiff and the said Russell and Jessee along with others are defendants, at the law office of A.L. Pridemore in the town of Jonesville, Va., on the 26th day of May, 1897. Present; Pridemore and Sewel and R.L. Pennington for the said Russell and Jessee,

and

James H. Wade for Mrs. Also G.W.B. & E.H.R.E.

J.C. Jessee, a witness of lawful age being first duly sworn deposes and says.

Ques. 1. Please state whether or not on the occasion heretofore described by you in your former deposition when you H.J. Russell and Andrew Goliway returned from Jonesville, ~~at~~ heretofore described by you whether or not you saw H.A. Yeary at the house of Mrs. Parsons or not?

Ans.

Ans. If he was there I did not see him, but I understood he was in the house.

Ques. 2. On your return on that occasion did Andrew Goliway and a paper or note to ~~xxxxxx~~ Harve Yeary and Harve Yeary hand it to Mrs. Parsons ~~xxxxxx~~ while they were on the porch and she was at the door?

Ans.

Goliway

Ans. I did not see ~~Harve Yeary~~ hand to Mr Yeary any not,^e and he ~~yearly~~ hand it to Mrs. Parsons, if any such a thing had happened I could have seen it, my recollection is that Andrew Goliway on that occasion was not on the inside of the yard.

Ques. 3. Please state whether or not Mr. Pridemore wrote any letter or note to Mrs. Parsons and gave it to Goliway to hand to her and state whether or not all the time that Goliway was at Pridemore's office ^{you were} ~~Goliway was~~ present.

Ans. He did not write any letter to her on that occasion, the only paper drawn up was the deed which was afterward signed by her, and which is on file in these papers. Goliway was present all the ~~while~~ while we were at Pridemore's office, and we, Russell and myself, were in the office all the ^{time} ~~while~~ while Goliway was.

Ques. 4. Please state whether or not you or Ruessell wrote and gave to Goliway any letter or note purporting to be a letter ~~or~~ ^{xxxxx} note from Col Pridemore, that was handed to Mrs. Parsons by Goliway or directed by you to be handed to her by Goliway?

Ans. I did not, if Mr. Russell did I did not see him.

Ques. 5. Please state whether or not H.A. Heary on that occasion came out of the house and left before you, Russell and Goliway did?

Ans. If he ^{I did} did not see any thing of him.

I know he did not come out at the front way.

J. C.

H.J. Russell, another witness of lawful age being first duly sworn deposes and says:

Ques. 1. Please state whether or not on the occasion heretofore described by you in your former deposition and when J.C. Jesse and Andrew Goliway returned with you from Jonesville, whether or not you saw H.A. Yeary at the house of Mrs. Parsons?

Ans. I did not, I understood he ~~was~~ there but I did not see him.

Ques. 2. State whether or not if he had been on the porch or in the yard you were in plain view of said places and could have seen him?

Ans. I was in front of the house and if he had been on that side of the house I certainly could have seen him.

Ques. 3 On your return to the house of Mrs. Parsons on that occasion did Andrew Goliway hand a paper or note to Harvey Yeary and Harvey yeary hand it to Mrs. Parsons on the ^{porch} ~~porch~~ at the door?

Ans. I did not see Harve Yeary on that occasion, I did not see Goliway hand Yeary any paper, and I do not think that Goliway was on the inside of the yard.

Ques. Please state whether or not Mr. Pridemore wrote any letter or note to Mrs. Parsons and gave it to Goliway to hand to her and Stae whether or not at the time Goliway was at Pridemore's office you were present all the time?

Ans. He did not, he wrote a deed on that occasion and gave it to me, it is the same paper that she signed and which is on file. I was present all the while that Goliway was in Pridemore's office.

Ques. Please state whether or not you ~~of~~ ^{or letter} Jesse wrote and gave to Goliway any note purporting to be a letter or note from Col. Pridemore that was handed to Mrs. Parsons by Goliway or directed to be handed to her by you?

4
Ans. I did not myself, and if Ar. Jesse did I have no knowledge of it.

Ques. 6. Please state whether or not H.A. Yeary came out of the house and left before you and Mr. Russell and Goliway.

Ans. I did not see him leave if he did, and if he came out he did not come out the front way.

And further this witness saith not.

H. J. Russell

5-

1 Cardner Gallaway another
 2 witness to the same. Being
 3 very nervous he passed & says
 4 Brown - Robinson & Jesse
 5 for the purpose of viewing for the
 6 trial - 1. By Officer -

7 I notice ever to a year
 8 stated in his deposition that
 9 Mrs Parsons said Mr. Gallaway
 10 (the witness) to come & see her
 11 lawyers with Mr. Jesse.
 12 Please state whether or not
 13 objection Mrs Parsons made
 14 that request by you.

15
 16
 17
 18 Q - No. She never made such
 19 request as I have been for
 20 stated, but asked me to go to
 21 town with Mr. Gallaway & Mr.
 22 Jesse & see Cal. Robinson.

23 Q - He further states that when
 24 you returned from Spencer
 25 you handed him a letter
 26 piece of writing and told
 27 her to hand it to Mrs. Brown
 28 that Mrs. Brown came to
 29 the door while we were
 30 witnesses & (Hearby) standing
 31 on porch. & that he (Hearby)
 32 handed the paper to her.

6
1 To her (Mrs Parsons) Please state
2 whether or not you said that
3 I did not intend him any
4 wrong, & for sure, Parsons was
5 he & I did not stand in the
6 porch while she was in the
7 door. I did not see him
8 that evening at all.

9 He further says that she
10 (Mrs Parsons) asked you
11 (Galloway) whose it was
12 he (you) told her it was a
13 letter note from Mr. Bidmon
14 telling her how to Campman
15 and that her lawyer, & that
16 she asked you, whether he
17 had seen her lawyer, &
18 he said that he had not
19 that Mr. Bidmon had told
20 him that it would not
21 do to see them - that they
22 would not get us Campman
23 & she took it (note) & went
24 off in town. Please state
25 if this occurred or any part
26 of this conversation took place
27 at that time & place.

28 It did not occur nor any
29 conversation that I had
30 before or since. I did not see
31 the young or that evening.

Ques Please state whether or not
 Mrs. Bridgman ever wrote
 a note & sent it by you to
 Mrs. Parsons at any time.
 Ans He did not.

Ques Please state whether or not
 on the occasion that you
 was at Mr. Bridgman's office
 he gave any advice or sent
 Mrs. Parsons any word by you
 to call to check her lawyers and
 of their fee.

Ans He did not then nor at
 any other time.

Ques Did Mr. Bridgman write
 any paper on that occasion
 please state when he did write
 it & all that you know about
 it.

Ans He wrote a paper proce-
 ding about 1/2 p.m. & gave it to
 Mr. Russell & told him
 to send that if they came
 in any arguments to keep
 one & give her one. By two
 sheets of paper I mean two
 sheets of paper. This was my
 declaration as written on.

Ques Please state whether or not you
 was inside of the yard fence
 when Parsons was the attorney.
 Ans Yes & present.

Ans - To the best of my recollection
I was not after I returned
from town -

Cross Examination -

Ques - As I understand you
you state that Col. Richmond
wrote two papers, gave them
to Mr. Russell, & requested
him to keep one & give the
other to Mrs. Parsons, is that correct?
Ans - I said he wrote two checks
like the paper my deposition
is on. I told him if they
came on any agreement
to give her one & for him to
keep one -

Ques - Please state for what purpose
Mrs. Parsons sent you to
town with Mr. Russell
(Here before answering, witness
stated that a former deponent
he had given her read to him.)
O. Bank N.Y.

Ans - She wanted to compare the
said - she asked me if I would
come to town with Mr. Russell
& Mr. Greene & see Col. Richmond
& see if she could compare
her bill. How she could manage
not to pay her lawyers anything.
She said they had not raised
any thing - & she did not want to pay

9.

1 I think everything - & she wanted
2 to get out of there Criminal
3 Court -

4 — Did you obey her request?
5 If you answer you will, please
6 state how & all that you did
7 in regard to the matter -

8 The foregoing question is ob-
9 jected to but since it is not
10 a cross examination & because
11 witness has already answered
12 the question in a former
13 deposition - Prisoner moves

14 — I came to town & saw Mr.
15 Prisoner, told him what she
16 had said to me for - He said
17 that she could compromise
18 as to the Criminal Court, they
19 could very easily stop them
20 by keeping the witness away.
21 I went back, told her what
22 he said.

23 — You have above stated the
24 purpose for which Mrs. Brown
25 sent you to town & in making
26 the statement as to what you
27 obeyed her request - I now
28 press you fully, if you
29 did obey her request in full
30 I want to know what
31 you paid & what
32 The above question is ob-

1. I asked to because the argument
2 contained in the first part
3 of the question does not fit
4 for the, & presents the question
5 as we understand it -

6 Because it is argumentative
7 obscure & difficult to answer
8 -

9 I have answered it the best I
10 know how -

11 Please state if you did call on
12 Brown requested you to do
13 either in -

14 Do not be of my responsibility
15 about it, I did

16 Please state why it was
17 when you were asked for
18 whose purpose were Brown's
19 sent you to town with Mr
20 Russell, that you would
21 not answer until your former
22 deposition was read to you

23 A man, sometimes is permitted
24 to forget - & that was the reason
25 that I wanted to have them
26 read -

27 Tell all or as much as you
28 can of the conversation that
29 occurred between Col. Brown
30 & yourself in Jacksonville on
31 this occasion -

32 I can see when my name

1 woos, & he said she could come
 2 promise - & said if they came
 3 an an agreement - compromise -
 4 that if they paid her the money
 5 that he should like to see
 6 ~~the~~ ^{lawyer} get it out of her pocket
 7 & he said that if they ^{gave her} ~~had~~ a
 8 piece of ^{land} & it was decided to
 9 her child - that they could not
 10 get any thing - this is about
 11 all that I can remember -

12 Ques. After you returned did you
 13 see Mrs. Brown,

14 Ans. Yes -

15 Ques. Did you have any conversation
 16 with her -

17 Ans. I told her what Cal. said -

18 Ques. Was Mrs. Brown out about
 19 the road when you returned
 20 or at any time while you
 21 remained there -

22 Ans. She was out between the fence
 23 & the road, so well so I think
 24 out -

25 Ques. Where was she when you
 26 delivered the message - & you
 27 have stated above -

28 Ans. She was between the fence
 29 & the road - to the best
 30 of my recollection -

31 Ques. If anyone was present
 32 Mr. Jones, Mr. Brown, Mr.

31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

John Russell

Wells & Co.

J. C. Russell

Received from C. E.
Coyk the N. P. before
whom taken & filed
May 27th 1897
A. B. Munsey Clerk

Cash, Notes 5 hrs. 3.75
Wht 5-0
Shuff 20
\$4.45

State of Tennessee
Hancock County

To any Regular Minister
of the Gospel, having the care of
Souls, or any Judge or Justice of
the Peace for said County - Greeting
I B. J. Driscoll Clerk of the
County Court for the County of
Hancock aforesaid by the power
in me vested by Law, do license
you or either of you, to celebrate
the Rites of Matrimony between
M. L. Parsons and F. E. Hobbs.
Given at office in Sneedville
the 15th day of May 1892.

B. J. Driscoll Clerk
By D. N. Louchin D.C.

Tested and

Marriage License.

M. L. Parsons To. F. E. Hobbs.
Issued May the 15th 1892

B. J. Driscoll Clerk
By D. N. Louchin D.C.

I solemnize the Rites of
Matrimony between the above named
parties on the 15th day of May 1892
D. N. Louchin

Entry of Record

Marriage License.
M. C. Parsons to F. E. Hobbs
Issued May the 15th 1892.
B. of. Druever blk
By D. N. Louchen D. C.
Returned solemnized May the
15th 1892. by D. N. Louchen J. P.

State of Tennessee
Hancock County

I, B. of. Druever
Clerk of the County Court of
said County do certify that
the foregoing is a full true and
perfect transcript and copy
of the Marriage License of
M. C. Parsons to F. E. Hobbs
and the record made thereof
as appears of record in my
office - Given under my
hand and seal of office
in Sneedville Tennessee.

This given the 11th 1895.

B. of. Druever
Clerk County Court

State of Tennessee
Hancock County

I S. D. Trent Chairman
of the County Court of Hancock
County in said State do certify
that B. J. Drimmer whose genuine
signature appears above is the
Clerk of the County Court of said
County and as such is the
proper custodian of all Marriage
Licenses for said County and
the records thereof, and that
his attestation as appears above
is in due form -

Given under my hand this
June 11th 1896.

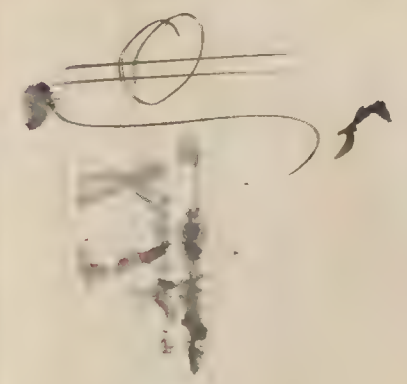
S. D. Trent

Chairman of the County
Court of Hancock County
State of Tennessee

State of Tennessee
Hancock County S. D.

I. B. J. Drimmer clerk of the County Court
of said County do certify that S. D. Trent, whose
genuine signature appears to the foregoing
certificate, is Chairman of the said County Court,
duly commissioned and qualified. Given under

Artisan copy
Morning News
M. C. Parsons
F. E. Hobbs



"F. E. W. 1" file
Sept. 25th 1896,
with deposition of
E. C. Jordan J. P.

my hand and my seal of office this the
11th day of June 1895.
J. D. Winman, Clerk
of the County Court

Articles of Agreement entered
into this the 10th Day of Dec 1892
between John C. Jesse & Ellen Jesse
of Lee County of the first part and
W. C. Parsons of Lee County of the
other part

Witnesseth that the said Jesses
for and in consideration of the sum
of seven thousand ^{and} five hundred
Dollars in hand paid ^{for} themselves
and their heirs covenant and agree
with the said Parsons his heirs and
assigns that they, the said Jesses
and their heirs shall and will on
or before the 10th day of Oct. 1894
make out a complete title in fee-
simple to and by such conveyances
assurances, ways and means in law
as the said Parsons shall reasonably
advise, or require, and convey, release
and assure in possession and enjoyment
to the said Parsons free free from

all manner of encumbrances claimed
and demands whatsoever and with the
usual covenants of title all that land
that was on the 12th day of May 1892
deeded to the said Ellen Jesse by
said Parsons, to which deed reference
is here made for a more particular
description of the land hereby intended
to be conveyed to said Parsons.
Witness the following signatures and
seals the day and year first above
written

John C. Jesse
Ellen Jesse

(Seal)
(Seal)

This duplicate
is a true copy
of the article of
agreement between
John C. Jesse and
Ellen Jesse of the
first part and
W. C. Parsons of
the other part
copied this the 1st
day of Feb 1895

Signed
R. S. Carnes
E. B. Larmer
A. H. Glave

E. B. L.
This copy is filed with
A. B. Lorne's deposition
Sept 29 1896. H. C. Forster P.

as in the volume

and dealt with

J. P. Myers

that according to their former opinion
and in the right time of said day

3

J. P. Myers

✓ Henry 028-11 2
J. P. Myers 2
H. P. Myers 12
Samuel Brett 1

2

The within Cases this day examined. and the defendants
 J. B. Parsons. W. H. Hobbs. Aggie Gallows. John Hobbs
 Thomas Hobbs, are sent on for indictment and
 jailed in the sum of \$200.00 each as to J. B. Parsons
 with W. H. Hobbs security, Aggie Gallows with J. B. Parsons
 and W. H. Hobbs as security. John Hobbs with J. B. Parsons
 and W. H. Hobbs as security. Thomas Hobbs with J. B. Parsons
 and W. H. Hobbs as security, and W. H. Hobbs in the
 sum of \$500.00 with J. B. Parsons as security. Taken
 before the Grand Jury on the 1st day of the May
 Term of the County Court, Union under our
 hands this 1st day of May 1895.

Leost. J. B.	1.80	H. E. 500 lps	A. B.
Leostable	4.10	J. P. Myers	A. B.
W. J. Medickwitz	1.00	J. T. Baigun	A. B.
J. V. Deere	1.00		
Miss Adick	1.00		
James Orr	2.00		
J. T. Mitt	2.00		
J. P. 1/2	2.00		
H. E. 1/2	2.00		
Adminal Jett	1.00		
	50		

Filed in office May
 8th 1895
 J. T. Richmond
 clerk.

B. W.

J. E. Parsons

vs. Du Chay.

Allen Jesse et al

Exhibits filed
with depositions
of the Ref.

This Oct 9th 1896.

W. C. Joslyn J.P.

Filed Oct 10th 1896

ARB Muncyck

1. no deed made the 12th day of
2 May 1812, between M. C. Parsons,
3 holder of the first part, and Eva
4 Parsons, holder of the second part,
5 both of the County of Virginia;
6 Witnesseth that the said M. C. Parsons
7 in a natural love and affection
8 to the said party of the first part (being
9 the father of the said party of the second
10 part), after reserving unto himself a
11 life estate in the premises hereinafter
12 mentioned, the said party of the first
13 part subject to the life estate aforesaid,
14 did not think any right on the part
15 of the second part to claim or hold
16 responsible for any waste that he
17 might commit on the premises there-
18 in then described, to hereby give,
19 grant, convey and confirm, subject
20 to the life estate and privileges afore-
21 said, to certain tracts or parcels
22 of land lying and being in the
23 County of Virginia, and adjacent
24 to Powell's river, on the north side
25 thereof, the first of which tracts
26 being the same tract that was
27 conveyed to the said M. C. Parsons
28 by Mary A. Jones on Feb. 27, 1886,
29 and described in her deed as
30 a hundred and fifteen acre tract
31 and to which said reference is
32 here made for the better understanding

1 and a more particular description
2 of the same.

3 The second of which tracts here-
4 in conveyed to the same land that
5 was deeded to the said M. C. Parsons
6 on Jan. 30, 1870, by Ira E. Shunkle
7 and wife, (except the portions hereto
8 sold to P. B. Cecil and Robert Burk
9 amounting to one and one-half acres)
10 to which deed reference is here-
11 made for the meter and bands
12 and a more particular description.
13 And said parties of the second part
14 shall have the right to use water for
15 stock purposes from the two ponds
16 near my present dwelling and
17 on the south side of the Turkey
18 Cove road. To have and to
19 hold the said two tracts of land,
20 subject to the reservations afore-
21 said, unto the said party of the first
22 part her heirs forever.

23 Witness the following signature
24 and seal, this 17th day and year
25 first above written.

26 M. C. Parsons {Seal}

27 Virginia, Lee County, to wit:

28 J. C. H. Pennington, a notary pub-
29 lic in and for the county of Lee
30 and State of Virginia, do hereby
31 certify that M. C. Parsons who
32 is in person to the foregoing

1 some bearing date on the 12th day
2 of Mar. 1872, has acknowledged the
3 same before me in my County
4 aforesaid
5 "Lives under my hand and
6 seal this 27th day of Feb. 1895
7 J. V. F. Richmond

8
9 Virginia, Lee County to wit:
10 In the Office of the Clerk of
11 said County the 27th day of February
12 1895, this Deed was presented and
13 together with the certificate thereto
14 annexed admitted for record
15 J. V. F. Richmond Clerk

CLERK'S RECEIPT.

131

No. 131

DEEDS.

19 Grantor *M. L. Parsons*
20 Grantee *E. L. Parsons*
21 Consideration, - - - \$ *1.00*
22 Amount of tax, - - - \$ *30*
23 When admitted to record... *Feb. 27th 1895*
24 Received (date)... *Feb. 27th 1895*
25 *J. V. F. Richmond* Clerk.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

Handwritten text, possibly a name or title, written in cursive.

Handwritten text, possibly a date or location, written in cursive.

Filed for record
February 27th 1895
S. W. Churchill

This Contract made this 7th day of March 1890,
by and between F. E. Parsons party of the first
part, and J. W. Orr and George W. Blankenship
partners in the profession of law under the firm
name and style of Orr and Blankenship, and
E. W. R. Ewing, and J. H. Buttitt Jr and J. H. Kelly
partners in the profession of law under the
firm name and style of Buttitt and Kelly
parties of the second part, witnesses: That
whereas the said party of the first part proposes
to bring a suit or suits for the purpose of setting
aside a certain Compromise made between
her and the heirs of M. C. Parsons, by which
she relinquished her right to dower in the
estate of M. C. Parsons, and agrees to, and
did, dismiss a suit brought by her in
the Circuit Court of Lee County for the recovery
of dower in the said estate, and for the purpose
of recovering her said estate, and has employed
the said parties of the second part to repres-
ent her in the said suit or suits, and whereas
the said parties of the second part have agreed
to represent her as aforesaid in the said matters,
Now, Therefore, the said party of the first part
hereby agrees and binds herself to pay unto
the said parties of the second part one half
of all money, real estate, or other property
which she may finally recover on account
of her right to dower in the said estate, and
hereby grants to the said parties of the second
part a lien upon her interest in the said
estate as security for the payment of the

aforesaid for. witness the following Signature
And Seal.

J. E. Parsons Seal

State of Virginia, County of Lee, to wit;

I, M. G. Eely a Notary Public
in and for the County and State aforesaid
do hereby Certify that J. E. Parsons, whose
name is signed to the foregoing writing dated
on the 7th day of March 1896, has acknowledged
the same before me in my County aforesaid.
Given under my hand 2nd day of June 1896.

M. G. Eely

Notary Public Lee County Virginia

Virginia Lee County to wit

In the office of the Clerk of said County
the 7th day of September 1896, at 2 o'clock P.M.
this Contract was presented and together with
the Certificate thereto annexed admitted
to Record.

Teste: J. V. F. Richmond Clerk.

A copy -

Teste J. V. F. Richmond Clerk

F. E. Parsons

with } Copy of Contract

Art & Blaukenship etc

Alca Borealis 301 pages 521

Conclusion is

1167

This lien has been fully satisfied by
payment to us of the sum of \$300.00 which we
accept in full of this contract. This
July 13th 1895. Orr Blandenship & Ewing attys
W. A. Orr & James W. Orr.

I, F. E. Parsons widow of M. C. Parsons decd.
have this day employed Orr Blandenship & Ewing
and Wm A. Orr my attorneys to represent me
and look after my interests in the real and
personal estate of my said husband, and for
their services in my behalf already rendered,
and to be rendered. I agree and hereby bind
myself theirs &c to pay them the sum of one
hundred and fifty dollars, and in addition
thereto the sum of five hundred dollars provided
they succeed in recovering down for me in the
lands that I am informed my said husband
attempted to convey his children, or propor-
tionately of said sum off \$500. according
to the extent that they recover down for me
in said lands attempted to be conveyed as
aforesaid. And I waive the benefit of my
homestead exemption as to this obligation
and to secure the payment thereof as aforesaid
I hereby grant to my said attorneys a lien
on my said interests in said real and
personal estate. Witness my hand and
Seal February 22nd 1895

F. E. Parsons (Seal)

Virginia Lee County Court Clerk's office the 22nd
day of February 1895, the foregoing obligation
by F. E. Parsons widow of M. C. Parsons decd of
the one part and Orr Blandenship & Ewing &
Wm A. Orr attorneys of the second part, was
this day acknowledged before me by the
said F. E. Parsons to her act and deed
for the purposes therein mentioned

the said writing is admitted to record. Given
under my hand this 22nd day of February 1895.
J. V. F. Richmond Clerk.

A Copy -

Teste: J. V. F. Richmond Clerk.

J. E. Parsons
with Copy of Contract
On Blankenship & Ewing Work on
DTS on 31/ra 189

Clark 30 cts

"D"

1 deed made this May 12th 1872
2 between M. C. Parsons, party of the
3 first part, and George H. Parsons,
4 party of the second part, both of
5 Lee County Virginia.
6 Witnesseth that for and in con-
7 sideration of natural love and
8 affection the said party of the first
9 part (being the father of the said
10 party of the second part) after re-
11 serving unto himself a life estate
12 in the premises hereinafter mentioned
13 the said party of the first part
14 subject to the life estate aforesaid
15 without any sight of the party of
16 the second part to claim or hold
17 responsible for any waste he may
18 do on the premises hereinafter
19 described, hath hereby give, grant
20 convey and confirm, subject to
21 the life estate and privileges aforesaid
22 said a certain tract or parcel
23 of land lying and being in Lee
24 County Virginia on the Elk
25 Creek, and being the same land
26 that was conveyed by Austin Eas-
27 ey and wife to M. C. Parsons
28 on the day of 1871, which
29 deed is of record in Deed Book
30 No. 1, and to which deed
31 reference is here made for
32 the description of the premises.

1 for the mules and bairns thereof.
2 to have and to hold, subject
3 to the life estate aforesaid, unto
4 the said party of the second part
5 and his heirs forever.

6 Witness the following signature
7 and seal, this 1st day and year
8 first above written

9 M. C. Parsons {Seal}

10 Virginia, Lee County, to-wit:-

11 J. E. H. Remington, a notary
12 public in and for the county
13 aforesaid and the State of Va,
14 do certify that M. C. Parsons
15 whose name is signed to the
16 writing above, bearing date on
17 the 12th day of May, 1892, has
18 acknowledged the same before
19 me in my county aforesaid,
20 Given under my hand
21 and seal, this the 12th day of
22 May, 1892.

23 J. E. H. Remington
24
25 Virginia, Lee County, to-wit:-
26 in the Office of the Clerk of
27 said County the 27th day of
28 February 1893, this deed was presen-
29 ted and together with the certifi-
30 cate thereto annexed admitted to
31 record,

32 J. E. H. Remington

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Wm. H. Jones

Recorded in
Seed Book
No 31 Aug. 2, 1905
Wm. H. Jones
Clerk

2195
60
100
Examined

Filed for record
Sept. 27 1895
Wm. H. Jones

CLERK'S RECEIPT.

132

No. 132

DEEDS.

Grantor ... *M. W. Parsons*Grantee ... *George W. Parsons*Consideration, - - - - \$ *1.00*Amount of tax, - - - - \$ *.50*When admitted to record... *February 27th 1895*Received (date)... *February 27th 1895**J. J. Richardson* Clerk.

This fine has been fully satisfied by payment of \$150.00 to us
for Bullitt & Kelly which they have agreed to accept in full
of their fee secured by this contract. This July 15th 1895.
Carr Blankenship & Ewing atty
for Bullitt

This Contract made this 7th day of March 1895,
by and between F. E. Parsons widow of M. C.
Parsons deceased, of the first part, and Bullitt
and Kelly of the second part, witnesseth; That
Said Bullitt & Kelly hereby agree to act as Coun-
sel for said first party, in connection with
Carr Blankenship and Ewing, and C. A. Carr
in the controversy between said first party
and the heirs of said M. C. Parsons concerning
the down interest of the said first party in
and to certain land of said M. C. Parsons
which the said heirs claim were conveyed
to them by said M. C. Parsons during his life
time, both in the lower Courts and in the
Supreme Court of appeals, if any case or cases
involving said matter should be appealed to
said Supreme Court, and in consideration
therefor the said first party agrees to pay to said
second parties a fee certain of the sum of one
hundred and fifty dollars (\$150.00) and in
addition thereto a contingent fee of
five hundred dollars, conditional upon the
recovery of down by said first party in the
lands which said heirs claim were conveyed
to them as aforesaid, and if down is recovered
in any part of said last named lands,
then said first party is to pay said second
parties such proportion of said five hundred
dollars as the value of the lands in which
down is recovered bears to the whole of said
lands claimed to have been conveyed to said
heirs as aforesaid. It is further understood

that this Contract is to remain firm and
binding whether the matters aforesaid are
settled by litigation or by compromise. Wit-
ness the signatures of said parties.

Bullitt & Kelly
F. E. Parsons.

By H. A. Yeary atty in fact.
I, F. E. Parsons hereby Certify the above
Contract and in order to secure unto Bullitt
& Kelly the fees as therein specified, I do
hereby grant unto them a lien on all my
down interest in and to all the estate
of my late husband M. C. Parsons, witness
my signature and seal on this 7th day of
March 1895.

F. E. Parsons (seal)
State of Virginia County of Lee.

I, E. W. R. Ewing a Notary Public in
and for the County and State aforesaid, do here-
by Certify that F. E. Parsons whose name
is signed to the foregoing writing dated March
7th 1895, has acknowledged the same before
me in my County aforesaid. Given under
my hand this 14th day of March 1895.

E. W. R. Ewing C. T.

Virginia Lee County to wit:

In the office of the Clerk of said County
the 14th day of March 1895, this Contract
was presented and together with the Certificate
thereto annexed admitted to record.

Teste: S. V. F. Richmond Clerk

A Copy - Teste: S. V. F. Richmond Clerk

J. E. Parsons
with Copy of Contract
Bullitt & Keely.
Seea Bookers of
page 246

Cent. 6000

" E "

This deed made this July 12 1895, by and between
F. E. Parsons party of the first part, and
Harvey Russell, M. E. Russell his wife
J. B. Jesse Ellen Jesse his wife and Rebecca
Parsons and George H. Parsons of the second
part, all of Lee County Va. Witnesseth
that whereas the party of the first part
as widow of the late M. B. Parsons, claims
dower in certain lands, which descended
to the party of the second ^{part} as heirs at
law of the said M. B. Parsons and whereas
the party of the first part, has heretofore
instituted her suit in Chancery for the
recovery of said dower, and whereas the
parties hereto have this day mutually
settled the matters involved in said
suit, and all questions, of and concerning
said dower in the said M. B. Parsons
estate, Now therefore in consideration of
said agreement and the sum of One
thousand & seventy five dollars ^{paid} and
secured to be paid this day the said
F. E. Parsons widow of M. B. Parsons by
these presents, relinquished and quit claim
to all dower or claim of dower in and to
said M. B. Parsons real estate of which he
was seized during the coverture and
covenants that she will not further
prosecute her suit therefor but will and by
these presents direct the same to be dis-
missed and stricken from the docket.
Witness the following signature and seal

this the day^{4d} year first above written.
Fronie, E. Parsons Secy

Virginia Lee County Court:

I V. H. Kelly, a Notary Public for the County aforesaid in the State of Virginia, do certify that Fronie E. Parsons whose name is signed to the above writing bearing date on the 12th day of July 1895 has acknowledged the same before me in my County aforesaid.

Given under my hand this 13th day of July 1895.

Vincent H. Kelly N.P.

Virginia Lee County Court:

In the office of the Clerk of said County the 15th day of July 1895 this deed was presented^{4d} together with the Certificate thereto annexed admitted to record.

Teste: S. W. Richmond Clerk
"A copy"

Teste: S. W. Richmond Clerk

Parsons Heirs.
From
Fronie C. Parsons.

Copied from D.B. 31
Page 453

Deeds

@ 40 cts

THIS DEED made this July 12th 1895, by and between F. E. Parsons party of the first part, and Harve J. Russell, M. E. Russell, his wife J. C. Jessee, Ellen Jessee, his wife and Rebecca Parsons and George W. Parsons, of the second part, all of Lee County Va., Witnesseth; That whereas the party of the first part, as widow of the late M. C. Parsons claims dower in certain lands, which descended from the party of the second part as heirs as law, of the said M. C. Parsons and whereas, the party of the first part, has heretofore instituted her suit in chancery for the recovery of said dower and whereas the party ^{where}whereto has this day mutually settled the matters involved in said suit and all questions of and concerning said dower in the said M. C. Parsons estate, Now, therefore in consideration of said agreement and the sum of One thousand and seventy five dollars paid and secured to be paid this day the said F. E. Parsons widow of M. C. Parsons by these presents relinquished and quit-claim to all dower or claim of dower in and to said M. C. Parsons real estate, of which he was siezed during the coverture, and to covenants that she will not further prosecute ^{her suit}therefor, but will and by these presents, direct the same to be dismissed and stricken from the docket.

Witness the following signature and seal, this the day and year first above written.

Flora E. Parsons (Seal)

Virginia, Lee County to-wit;

I, V. H. Kelly a Notary Public for the County aforesaid, in the State of Virginia, do certify that Flora E. Parsons whose names is signed to the above writing bearing date on the 12th day of July 1895, has acknowledged the same before me in my County aforesaid.

Given under my hand this 13th day of July 1895.

Vincent H. Kelly N. P.

Virginia, Lee County to-wit;

In the office of the Clerk for said County, the 15th day of July 189⁹, this deed was presented, and together with the certificate thereto annexed

admitted to record.

Teste; S. V. F. Richmond, Clerk.

A Copy Teste; ~~W. H. Morgan~~---Clerk.
(D. B. 31 page 453)

F. E. Parsons
To of Deed
Harve J. Russell et al

Copy -

Clerk 50 cts.

Commonwealth of Virginia,

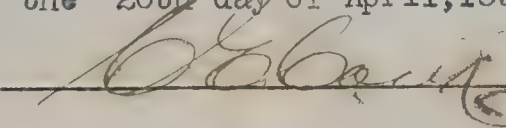
Lee county, to-wit:

To the Sheriff of the County Of Lee, GREETING:

We command that you summon W.R.Johnston to appear before me at the law office of A.L.Pridemore in the town of Jonesville Va. on the 28 day of April, 1897, to testify and the truth to speak on the behalf of Eva Russell H.J.Russell, J.C.Jesse and Ellen Jessee in a ceratin matter in controversy depending in the circuit Court for Lee County, and undetermined wherein F.E.Parsons Wade is plaintiff and the said Russells and Jessees along with others are defendants

And t is you sh ll in no wise omit in the penalty of \$100.00

Given under my hand this the 26th day of April, 1897.

 N.P.

Enclosed (27 day
today 1887

by Sunday
W. R. Johnston

by J. J. Chaffin
P. O. Box

Mr E. W. H. Ealing

Please send
this to

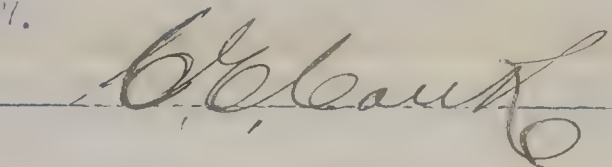
A. L. Bidwell

Commonwealth of Virginia,

Lee County, to wit: -

To the Sheriff of the County of Lee Greetings:

We command that you summon Peter Shelbourne, P.B. Geikle,
Jasper Witt, Geo Zion and Samuel Trett to appear before me at the
law office of A.L. Piedmont in the town of Jonesville, Va. ^{On the 20th day of April, 1897,} to
testify and the truth to speak on the behalf of Eva Russell, H.J.
Russell J.C. Jesse and Ellen Jesse in a certain matter in contro-
versy now pending and undetermined in the circuit court for Lee
county, on the chancery side thereof wherein F.E. Parsons Wade is
plaintiff and Russell and Jesse Administrators and others are de-
fendants: and have ten and there this writ, and this you shall
in no wise omit in the penalty of \$100.00. given under my hand
this the 27th day of April, 1897.

 U. P.

Jessie Russell
acts } Motte.

H. E. Hobbs

Executed by
summoning
the witness
witnesses
April 28th 1897

J. J. H. H.

Const. Sec. L. J. H.
and John H. H.

Commonwealth of Virginia:-

Lee County, to-wit:-

To The Sheriff of Lee County Greeting:-

We command that you summon Andrew Goliway to appear before me on the 26th day of May, 1897, at the law office of A.L. Pridemore, to testify, and the truth to speak on the behalf of H.J. Russell, and J.C. Jessee, Eva. Russell and Ellen Jessee, in a certain matter in controversy depending in the Circuit court for Lee County, wherein F.E. Parsons Wade ~~xxx~~ is plaintiff and the said H.J. Russell and others are defendants; and this you shall in no wise omit, in the penalty of \$100.00

Given under my hand this the 26th day of May, 1897.

N.P.

H. J. Russell et al.

Vs.

F. E. Parsons

Executed on
May the 28th 1857.
by summoning
the within named
Andrew. Goliway
Jas. M. Weston D.S.
for W. P. Weston & S. C.

To Mrs. F. E. Parsons Wade,

You will please take notice that on the 16th day of February, 1897 at the law office of A. L. Fridmore in the town of Jonesville, Va., between the hours of 8 A.M. and 8 P.M. of that day, we will proceed to take the deposition of E. S. Stapleton and others, which when taken is intended to be read as evidence in our behalf in a certain suit in chancery pending in the circuit court of Lee County wherein you are plaintiff and we and others are defendants. And if from any cause the taking of the said depositions be not commenced on that day, or if commenced, not completed, the taking thereof will be adjourned from time to time and from place to place untill at length completed.

Yours respectfully,

J. C. & Ellen J. Russell
H. J. & Eva Russell *J. C. & Ellen J. Russell*

Russell & Jesse Chat
ads. Notice

F. E. P. Wade.
~~~~~

I accept legal  
service of the  
within. This Feb.  
12, '97-

Mrs. F. E. P. Wade  
By E. M. R. Ewing  
Wm. A. Ewing.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *Elley Jesse & J. B. Jesse her husband*  
*Eva Russell & H. J. Russell her husband* *George W. Parsons*  
*Rebecca Parsons* *Wheeler P. Parsons* *Bessie A. Parsons* *Henry*  
*Nicely* *J. L. Pennington* *A. L. Goddard* *W. T. Duncan Trustee*  
*H. D. Blair & W. M. Smith*  
to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *3rd* Monday in *May*, 189*6*, to answer a  
bill in Chancery, exhibited against *them*  
*F. E. Parsons* in our said court by

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-  
house, the *30th* day of *April*, 189*6*, and in the  
12*th* year of the Commonwealth.

*A. B. Munsey* Clerk.



I Executed the within writ May the 14<sup>th</sup> 1896  
By delivering an attested office Copy of the  
within Summons to all of the within  
named parties except H. D. S. Blair and  
W. M. Smith see exceptions for them

W. P. Weston S. L. C.

14 Copies

F. E. Parsons

SUPRENA.

vs.

IN CHANCERY.

Ellen Jesse et als

Bullitt & Kelly & Corning  
& Orr & Blankenship.

To 2<sup>nd</sup> May Rules.

CIRCUIT COURT.

Legal service of  
this summons in Chan-  
cery is accepted this  
the 2<sup>nd</sup> day of May 1896

L. J. Newman Atty  
for W. M. Smith &  
H. D. S. Blair

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Wm. Stopleton, Dr. J. A. Hurst  
Thomas G. Hughes, Grant Ely & E. Stopleton  
to appear before me at the office of A. L. Fredmore  
in the town of Jonesville Va

to appear before the Judge of our Court of the at  
the court-house thereof, on the 16<sup>th</sup> day of February 1897, to testify and the truth to  
say in behalf of the Defendants, in a certain matter of controversy in our said court before  
the said Judge depending and undetermined between the Commonwealth of Virginia Plaintiff, and  
Russell & Jesse Adams, et al.

Defendants.

And this You shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness James, Clerk of our said court at the courthouse,

this 11<sup>th</sup> day of July, 1897, and in the 11<sup>th</sup> year of the Commonwealth.  
W. P.



*Russell & Jesse Admrs*  
*Commonwealth et al.*

SUBPOENA  
FOR  
WITNESS.

*vs*

*H. E. Parvus*

Court,

the ..... day of .....

189 .....

*Executed on Feb. 13/97*  
*by summoning the*  
*within named witness.*  
*This 2-13/97*  
*E. S. Stapleton S. S.*  
*for H. P. Weston*  
*S. C. Sec.*

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you to summon *Andrew Galaway, Aggie Galaway, Joseph Galaway, Frank Stalper, Missie Johnson, Phil Thompson, Kelly and James Daugherty* *law office of Orr Blankenship*  
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the  
*2nd* day of *September* 189*6*, to testify and the truth to say in behalf of the  
*Plaintiff*

in a certain matter of controversy in our said Court,  
before the said Judge depending and undetermined between

*F. E. Parsons*

Plaintiff

and

*Ellen Jesse et als*

Defendant :

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-  
house, the *26th* day of *August* 189*6*, and in the  
12*th* year of the Commonwealth.

*A. B. Munsey*

Clerk.



F. E. Parsons

vs { SUBPENA  
FOR  
WITNESS.

Ellen Jearre etals

Circuit Court, the  
2<sup>nd</sup> day of Sept  
1896.

Executed Sept. 1st.  
1896. by summoning.  
Andrew Galaway,  
Aggie Galaway,  
Frank Statser, Minnie  
- Johnson, Phil. Thompson,  
V. H. Kelly and James  
- Daugherty, not  
further executed, this  
Sept 2nd. 1896.

Jas. M. Weston D. S.  
for H. P. Weston S. L. C.